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October 22, 2020

**VIA EMAIL**

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The Honorable John P. Cronan  
United States District Judge  
Southern District of New York  
Daniel Patrick Moynihan United States Courthouse  
500 Pearl Street  
New York, NY 10007-1312  
CronanNYSDChambers@nysd.uscourts.gov

Re: *E2W, LLC v. KidZania Operations, S.a.r.l.*,  
**Case No. 1:20-cv-02866-ALC**

**Joint Report in Response to the Notice of Reassignment Entered October 8, 2020 [Doc. 66]**

Dear Judge Cronan:

Pursuant to the “Notice of Reassignment” dated October 8, 2020 [Doc. 66], the parties jointly provide the following requested information (where a question is inapplicable, we show “N/A”). Further, the parties refer to their joint status report dated September 8, 2020 [Doc. 64], which sets forth the current status of their pending arbitration before the ICC. Defendant also refers to its supplement to the joint status report dated September 8, 2020 [Doc. 65]. The parties also note pursuant to agreement between the parties and the Court on the record at the conclusion of the hearing on May 11, 2020, this matter is stayed pending that arbitration.

1. Names of counsel and current contact information, if different from the information currently reflected on the docket;

<b>Attorneys for Plaintiff</b>  <b>E2W, LLC</b>	Gabriel Levinson, Esq., #3059243 Darnell S. Stanislaus, Esq., #DS8683 POL SINELLI PC 600 Third Avenue, 42 <sup>nd</sup> Floor New York, New York 10016 Telephone: (212) 684-0199 Facsimile: (212) 684-0197 glevinson@polsinelli.com dstanislaus@polsinelli.com
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<p><i>Attorneys for Defendants</i></p> <p><i>Kidzania Operations, S.a.r.l.</i></p> <p><i>a Luxembourg corporation</i></p>	<p>Jeanne A. Fugate          King &amp; Spalding, LLP          633 West Fifth Street, Suite 1600          Los Angeles, CA 90071          Telephone: (213) 443-4355          Facsimile: (213) 443-4310          jfugate@kslaw.com</p> <p>Richard T. Marooney, Jr.          King &amp; Spalding, LLP          1185 Avenue of the Americas, 34<sup>th</sup> Floor          New York, NY 10036          Telephone: (212) 556-2100          Facsimile: (212) 556-2222          rmarooney@kslaw.com</p> <p>Christopher G. Caldwell          Caldwell Hammer LLP          633 West Fifth Street, Suite 1710          Los Angeles, CA 90071          Telephone: (213) 712-8079          ccaldwell@caldwellhammer.com</p>

2. A brief statement of the nature of the case and/or the principal defenses thereto;

**Response:** This case arises out of a franchise agreement dated December 21, 2015 between Plaintiff E2W LLC and Defendant KidZania Operations, S.a.r.l. pursuant to which, among other things, KidZania granted the right to E2W to own and operate KidZania facilities (“KZ Facilities”) in the United States on the terms and conditions described in the Franchise Agreement. KZ Facilities are children-based amusement parks. The Franchise Agreement contains an arbitration clause and, as noted above, the parties are engaged in an arbitration before the ICC with respect to the claims and defenses at issue. The matter before this court relates to E2W’s request for injunctive relief to enjoin KidZania from terminating the Franchise Agreement pending the arbitration. This Court granted a preliminary injunction after hearing, as reflected in the Order dated May 11, 2020 [Doc. 54]. Pursuant to agreement between the parties and the Court on the record at the conclusion of the hearing on May 11, 2020, this matter is stayed pending that arbitration.

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3. A brief explanation of why jurisdiction and venue lie in this Court. In any action in which subject matter jurisdiction is founded on diversity of citizenship pursuant to Title 28, United States Code, Section 1332, the letter must explain the basis for the parties' belief that diversity of citizenship exists. Where any party is a corporation, the letter shall state both the place of incorporation and the principal place of business. In cases where any party is a partnership, limited partnership, limited liability company, or trust, the letter shall state the citizenship of each of the entity's members, shareholders, partners, and/or trustees;

**Response: Subject matter jurisdiction is founded on diversity of citizenship pursuant to Title 28, United States Code, Section 1332.**

**Plaintiff E2W, LLC is a limited liability company formed in the State of Delaware with its principal place of business in Texas, and its members are: IParks, Inc.; Kidz LLC; and AEA LLC. IParks, Inc. is a Delaware Corporation with its principal place of business at 2711 Centerville Road, Suite 400, Wilmington, DE 19808. Kidz LLC is a New York limited liability company whose members are Brookfield Properties Retail, Inc. an Illinois corporation with a principal place of business in Illinois and Keith Rubenstein, a citizen of the state of New York. AEA LLC is a Delaware limited liability company whose member is DLH Investements, LLC a Delaware limited liability company. None of DLH Investments LLC's members are citizens of Luxembourg or Mexico.**

**KidZania Operations, S.a.r.l. is a Luxembourg corporation with offices at 39 Avenue John F. Kennedy, L-1855 Luxembourg, Luxembourg and at Ave. Juan Salvador Agraz No. 50, Col. Santa Fe, Delegacion Cuajimalpa, C.P. 05348, Mexico City Mexico.**

4. A statement of all existing deadlines, due dates, and/or cut-off dates;

**Response: N/A**

5. A statement of any previously scheduled conference dates with the Court that have not yet occurred and the matters that were to be discussed;

**Response: N/A**

6. A brief description of any outstanding motions, including the date of the motion and the nature of the relief sought;

**Response: N/A**

7. A statement and description of any pending appeals;

**Response: N/A**

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8. A detailed statement of all discovery undertaken to date, including how many depositions each party has taken and what, if any, discovery remains that is essential for the parties to engage in meaningful settlement negotiations;

**Response:** N/A

9. A list of all prior settlement discussions, including the date, the parties involved, and the approximate duration of such discussions, if any;

**Response:** **The parties, through counsel, have engaged in settlement communications on several occasions between April 2020 and June 2020. Those settlement communications have primarily been through email exchanges between undersigned counsel.**

10. A statement of whether the parties have discussed the use of alternate dispute resolution mechanisms and indicating whether the parties believe that (a) a settlement conference before a Magistrate Judge; (b) participation in the District's Mediation Program; and/or (c) retention of a privately retained mediator would be appropriate and, if so, when in the case (e.g., within the next sixty days, after the deposition of plaintiff is completed, after the close of fact discovery, etc.) the use of such a mechanism would be appropriate;

**Response:** **As set forth above, the dispute is subject to a pending arbitration before the ICC.**

11. An update on the ongoing arbitration proceedings;

**Response:** **The arbitrator has been appointed and the parties and arbitrator are participating in a scheduling conference on November 9, 2020 to establish the hearing date, arbitration schedule, and other procedural guidelines for the arbitration.**

12. An estimate of the length of trial;

**Response:** N/A

13. Any other information that the parties believe may assist the Court in advancing the case to settlement or trial, including, but not limited to, a description of any dispositive or novel issue raised by the case.

**Response:** N/A



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Respectfully submitted,

/s/ Leonard H. MacPhee

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